

## **Nottingham Trent University Pink Memberships Terms and Conditions**

Nottingham Trent University, Clifton Sports Hub, Clifton Lane, Nottingham NG118NS Telephone 0115 8483219

Nottingham Trent University, City Sports Centre, Shakespeare Street, Nottingham, NG1 4GH Telephone 0115 8484066

### **Pink Memberships**

1. The Pink Memberships permits use of all Nottingham Trent University ("NTU") sports and fitness facilities (excluding pitches).
2. Student and Staff Pink memberships that are paid up-front will expire on 31 August. The price of the Pink Membership will reduce each term if paid in full.
3. Alumni and Public Pink annual memberships will expire on 31<sup>st</sup> August.
4. The Pink Lite, Pink and Pink Plus Membership is available to current part-time and full-time undergraduate and postgraduate students of NTU as well as part-time and full-time staff at NTU, staff family members, temporary staff, agency staff, contractors, alumni, general public, corporate partners and junior members.
5. Any member must be aged 16 or over to use the fitness facilities, and members under the age of 16 must only use the sports facilities when accompanied by an adult. Proof of identity (e.g. driver's license/passport) may be requested at the time of purchase of a Pink Lite, Pink or Pink Plus Membership. Junior members can only use the courts and pitches and must be accompanied by an adult.
6. Junior memberships must be bought over the till and the T&C's must be signed by the parent/guardian. Junior memberships will expire on 31 August.
7. Corporate memberships will need to be bought monthly over the till. £17.99 over the summer with the price to increase to £19.99 from September.
8. The Pink Lite, Pink and Pink Plus Membership is valid from the day the application is submitted until the date stated on the application form/receipt.
9. The Pink Lite Membership allows access between 7.00am – 12:00pm on Monday to Friday. The Pink Membership allows access to NTU Sports facilities on Monday to Friday 7.00 am – 4.00 pm. The Pink Plus membership allows access to NTU Sport Facilities anytime (note the NTU Sport Facilities are not open 24 hours). All Pink memberships have any time access at weekends.
10. The Pink Lite, Pink and Pink Plus Membership is strictly non-transferable and cannot be suspended, frozen (except in accordance with point 36 below) or resold to a third party.
11. The Pink Lite, Pink and Pink Plus Membership will be suspended for one month by NTU Sport in cases where NTU ID numbers / student cards / membership cards are deliberately given over to the use of a non-member or a non-member tailgating through to gain access on a Member's swipe card. Repeat breaches may result in your membership being terminated without refund, and you may be restricted from purchasing a membership again in the future.
12. NTU ID cards/membership cards must be shown to any member of NTU Sport staff upon request and failure to do so may result in refused entry.
13. Members must abide by the code of conduct and etiquette notices displayed in all NTU Sports facilities. We reserve the right to make reasonable amendments to such codes and notices at any time. Failure to abide by the code of conduct and etiquette notices could result in NTU at its discretion asking the Member to leave the facilities, denying the Member's use of the NTU Sports and fitness facilities for one month or terminating the Member's Membership without refund.
14. The Pink Lite, Pink and Pink Plus Membership does not give a Member priority over any other Member or guarantee the availability of the NTU Sports facilities.
15. The Member warrants that he/she is in suitable physical health to undertake their chosen activity and knows of no medical or other reason why he/she is incapable of engaging in active or passive exercise and that such exercise would not be detrimental to their health, safety, comfort or physical condition.
16. The Member shall not use any NTU Sports facilities whilst suffering from any infectious or contagious illness, disease or whilst suffering from any other ailment such as open cuts, or where there is a risk that use of the NTU Sports facilities may be detrimental to the health, safety or comfort of other users.

### **Conduct**

16. Members must use all NTU Sports facilities and associated equipment in accordance with advice given by NTU Sport staff and in accordance with all notices suitably posted throughout the NTU Sports facilities. Members shall not abuse the equipment or any NTU Sport facilities.
17. Any damage to NTU property shall be paid for in full by any Member who wilfully or negligently causes such damage.
18. Disorderly, rude or offensive behaviour to staff or other users will result in refusal of entry into NTU Sports facilities and may result in termination of the Membership without refund.
19. No Member shall bring intoxicating liquor into the NTU Sports facilities or attempt to use NTU Sports facilities whilst under the influence of alcohol, narcotics or other mood-altering substances. Smoking is not permitted within the NTU Sports facilities.
20. Members use the NTU Sports facilities at their own risk; NTU does not accept responsibility for any harm or injury to any Member unless caused by employees or agents of NTU.
21. **Dress:** Appropriate clean clothing and shoes must be worn at all times within all NTU Sports facilities. Minimum dress whilst engaging in activities are shorts, singlet/t-shirt and training shoes. Denim, flip-flops or training bare foot are not permitted.
22. Bags, coats and personal belongings are not permitted within the fitness suites. Lockers are provided on site for these items. NTU Sport reserves the right to remove items such as these found within the fitness suites.

### **NTU Sports Reservations/Bookings**

23. The advance booking period is 3 days for fitness classes, 5 days for Play for Fun sessions, and 7 days for court bookings. Public members are only able to make court bookings 5 days in advance.
24. A minimum of 1 hours' notice is required to cancel an advance booking for the above services.
25. NTU Sport reserves the right to prevent advance bookings from Members who consistently (more than 3 times) fail to attend a session which they have booked in advance. Such Members will be restricted from making bookings through the app and will be required to book on the day by telephone. Initially, the advance booking restriction will be in place for 1 week, but this may be extended in the case of repeat offenders.

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26. Consecutive court bookings and/or other services are not permitted and will be cancelled if they are booked by the same individual.
27. NTU Sport reserves the right to remove or cancel a Member's booking if they do not arrive within 15 minutes of the activity starting time.

### **Payment of Pink Lite, Pink and Pink Plus Memberships**

28. You must pay the annual or monthly membership fee which will be determined by your chosen membership package.
29. The Pink Lite, Pink and Pink Plus Membership can be paid in one lump sum either on-line or in person via NTU Sport (subject to any offers advertised at the time you take up the Pink Lite, Pink and Pink Plus or by Direct Debit for the Pink and Pink Plus Membership only.

### **Payment of Pink Memberships by Direct Debit**

30. If you choose to pay for your Pink or Pink Plus Memberships by Direct Debit you may be required to pay a pro-rata payment which covers the period up to the date of your first payment collection. This is calculated on a per day rate, calculated by the number of days until your first payment.
31. Monthly instalments will be due for payment by Direct Debit on either 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup> or 25<sup>th</sup> of each month.
32. Only the Pink and Pink Plus Memberships are available to purchase by Direct Debit.
32. If NTU Sport or the bank/building society make a mistake with your Direct Debit Payment you can request a refund from your bank/building society.
33. NTU Sport may change the amount (or date) of your monthly payments. If there is to be any change to your monthly payment, NTU Sport will write to you at the email address provided on your Pink Lite, Pink or Pink Plus memberships at least 5 days prior to any such changes taking place. In the event that there are any problems with the revised date or amount you are advised to contact NTU Sport immediately.
34. Your Direct Debit payments shall remain payable unless and until you cancel your Membership even if you do not use the NTU Sport facilities. If there are any outstanding payments on your account, your cancellation will not be processed until the balance has been paid.
35. Direct Debit cancellations: 1 month cancellation notice is required for all Direct Debit payments. Students, Staff, Alumni & Public must complete a Direct Debit Membership Cancellation form which is available on the NTU Sport website.
36. **Students Only:** If you would like to freeze your direct debit membership from July to September, you can do this by completing an online form on the NTU Sport Website.

### **Refunds and Cancellation:**

**NOTE: Following the purchase of any membership (including Three Year) it is not possible to cancel this agreement except in the circumstances noted below:**

37. If you change your mind and no longer wish to take up (or renew) your Pink Lite, Pink or Pink Plus Membership you have the right to cancel your Membership (in writing) within 14 days from the date of your application/renewal for Pink Lite, Pink or Pink Plus Membership for a full refund. Please note, this right to cancel your Pink Lite, Pink or Pink Plus Membership is not available if you have begun to use the NTU Sports facilities.
38. **Students Only:** If you have paid for your Pink Lite, Pink or Pink Plus Membership and do not subsequently take up your offer of a place at NTU, you may cancel your Pink Lite, Pink or Pink Plus Membership for a full refund (as long as you have not begun to use the NTU Sports facilities).
39. All other refunds will only be considered in circumstances where services are withdrawn for periods of 1 week or more, or in cases of continuing debilitating or serious illness where it can be demonstrated that exercise may be detrimental.
40. Refunds will not be given in relation to changes in personal circumstances or preference or in cases of voluntary cancellation by a Member at any time except where NTU is deemed to be in breach of contract.

### **Limitation of Liability**

41. In consideration of NTU offering use of the NTU Sports facilities, Members agree that neither NTU nor its employees shall be liable for any loss, damage or theft of any property belonging to, or brought onto the premises by a Member, occurring within the NTU Sports facilities unless caused by negligence of NTU management, employees or agents.

### **General**

42. NTU Sport reserves the right to close the NTU Sport facilities or withdraw any activity, facility or programme without notice should it be necessary due to unforeseen circumstances or poor attendance, or to adjust the hours of opening for the purposes of maintenance, decoration, repair or other legitimate business of NTU. Where possible, a minimum of 24 hours' notice will be given.
43. The failure of NTU to enforce any of its respective rights at any time and for any period shall not be construed as a waiver of such rights.
44. NTU Sport reserves the right to amend these terms and conditions at any time without notice.

# Nottingham Trent University – Privacy Notice – for NTU Sport

## **Introduction**

Nottingham Trent University is committed to protecting the privacy and security of your personal information, this Privacy Notice provides important information about how Nottingham Trent University (through NTU Sport) (“NTU Sport”, “NTU,” “we,” or “us”) identifies and manages its Data Protection responsibilities in accordance with its legal and regulatory obligations.

NTU encourages you to review the privacy statements of any websites you choose to navigate to from our website (or navigate from to our website) or digital services that we provide links to so that you can understand how those websites collect, use and share your information as well. Any third party sites that you can access through the website are not covered by this Privacy Notice and we accept no responsibility or liability for these sites.

## **Who we are**

NTU is a “data controller” which means we are responsible for deciding how we hold and use personal information about you.

This Privacy Notice applies to all NTU Sport Members (“you” or “your”) or services that link to it (collectively, our “NTU Sport Services”).

Please read this Privacy Notice carefully and contact our Data Protection Officer if you have any questions about our privacy practices or your personal information choices.

Attn: Rebecca Jenkyn, Data Protection Officer  
Nottingham Trent University  
Address: 50 Shakespeare Street, Nottingham, NG1 4FQ  
Email: [DPO@ntu.ac.uk](mailto:DPO@ntu.ac.uk)

We may need to update this Privacy Notice from time to time. If changes made to this Privacy Notice are considered to be material, we will notify you of the changes.

## **Personal Information**

NTU is committed to the responsible handling and protection of personal information.

*Personal Data, or personal information, means any information about an individual from which that person (a “Data Subject”) can be identified. It does not include data where the identity has been removed (anonymous data). The information will be Personal Data if a person can be identified either directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. For example personal data may include names, addresses, email addresses and telephone numbers; it may also include images in photographs or films and recorded telephone conversations.*

## **Why we process your data**

We collect, use, disclose, transfer, and store personal information to provide NTU Sport Services to you and for our operational and business purposes as described in this Privacy Notice. We want to be clear about our privacy practices so that you are fully informed and can make choices about the use of your information, and we encourage you to contact us at any time with questions or concerns. [DPO@ntu.ac.uk](mailto:DPO@ntu.ac.uk)

## **The types of personal information we collect**

We collect personal information from you, for example, if you purchase a membership, book facilities or use any of our NTU Sport Services. The categories of personal information that we may collect, store and use about you include (but are not limited to) □ Name, address, telephone number;

- Date of Birth and gender;
- Visual images / photographs (including CCTV);
- Computing and email information including student number and email address;
- Payment information – financial details;
- We may need to process sensitive personal information which is referred to as Special Category personal data which includes *racial or ethnic origin, physical or mental health conditions, sexual orientation and biometric or genetic data.*

We may process special category personal information in the following circumstances:

- In limited circumstances, with your explicit written consent.

- Where we need to carry out our legal obligations or comply with relevant legislation.
- Where it is needed in the public interest, such as for equal opportunities monitoring and reporting.
- Where it is needed to assess your capacity to undertake sport and fitness on health grounds, to enable us to offer you the support, subject to appropriate confidentiality safeguards.
- Where it is needed to investigate student behaviour (under our Student Code of Behaviour).
- To help you arrange sponsorship.

## **How we collect your data**

Not all of the personal information NTU Sport holds about you will always come directly from you. We collect personal information from NTU to help us maintain data accuracy and provide and enhance the NTU Sport Services.

We will collect payment information, such as financial or bank card information, and other information necessary for us to process NTU Sport transactions.

## **How we use data about you**

We use your personal information for the following purposes:

- To provide you with information on products or services that you may request from us, or which we feel may be of interest to you, and where you have given consent for us to contact you for such purposes.
- To enable all financial transactions to and from us including administration of sponsorships which may include sharing personal data with third party sponsorship providers.
- To carry out our contractual obligations between you and us.
- Where it is necessary to comply with a legal obligation.
- To provide management statistics through reporting using NTU Sport Member data which may be used by us to enhance the student sporting experience.
- For security, safety and disciplinary purposes (through the use of CCTV and information to support our student code of behaviour)
- To ensure that content from our website or Services is presented in the most effective manner for you and for your computer or device by gathering aggregate information about our users, using it to analyse the effectiveness and efficiency of communications.
- To ensure we meet our statutory obligations, including those related to diversity and equal opportunity.
- Photographs of sport and fitness facilities or general activity in common areas of NTU Sport as part of general marketing materials, for example in our annual report, sports guides or materials. Personal data alongside photographs will only be used with explicit consent.
- To ensure compliance with the Prevent Duty under the Counter Terrorism & Security Act 2015 □ When you access/use facilities provided by NTU Sport.
- To notify you about changes to our Services.

## **Who we share your data with**

NTU shares or discloses personal information when necessary to provide Services or conduct our business operations. When we share personal information, we do so in accordance with data privacy and security requirements. We may occasionally share non-personal, anonymised or pseudonymised, and statistical data with third parties.

We may share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legal requirement or legitimate interest in doing so. Third parties will only process your personal data on our instructions and where they have agreed to treat that information confidentially and to keep it secure.

NTU Sport may share your personal information with our trusted partners and selected third parties to help us perform functions such as statistical analysis, sending you e-mails, processing of direct debit memberships, external coaching providers and provision of sport scholarships. All such third parties are prohibited from using your personal information except to provide these services to NTU Sport, and they are required to maintain the confidentiality of your information. NTU ensures such third parties handle your information in accordance with the GDPR.

Below are the parties with whom we may share personal information and why:

- Within NTU: Associated entities or services around the world are provided data by a variety of NTU teams and functions, and personal information will be made available to them if necessary for the provision of Services, account administration, marketing, student support and technical support, for instance.
- Our third-party service providers: We partner with and are supported by service providers both in the UK around the world. Personal information will be made available to these parties only when necessary to fulfil the services they provide to us, such as NTU Sport Membership, direct marketing services; advertising and data analytics.

Our third-party service providers are not permitted to share or use personal information we make available to them for any other purpose than to provide services to us.

- Payment service providers.
- We may be required to use and retain personal information for legal and compliance reasons, such as the prevention, detection, or investigation of a crime; loss prevention; fraud or safeguarding.
- Where you join sports clubs we may share with external coaching providers; □ External scholarship/funding providers;
- We may also use personal information to meet our internal and external audit or governmental requirements, information security purposes, and as we otherwise believe to be necessary or appropriate.
  - (a) Under applicable law, which may include laws outside your country of residence;
  - (b) To respond to requests from courts, law enforcement agencies, regulatory agencies, and other public and government authorities, which may include such authorities outside your country of residence;
  - (c) To enforce our terms and conditions; and
  - (d) To protect our rights, privacy, safety, or property, or those of other persons.

## **How long we keep your data for**

We will not store your personal information for longer than is necessary. NTU will ensure that our trusted partners and selected third parties with whom we share your personal information in accordance with this Privacy Notice will delete your personal information when they no longer require it.

In determining data retention periods, NTU takes into consideration local laws, contractual obligations, and the expectations and requirements of our data subjects. When we no longer need personal information, we securely delete or destroy it.

## **How we secure your data**

We have appropriate security measures in place to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition we limit access to your personal information to those employees, agents, contractors and other third parties who have a business requirement to know.

- Policies and procedures – measures are in place to protect against accidental loss and unauthorised access, use, destruction, or disclosure of data.
- Business Continuity and Disaster Recovery strategies that are designed to safeguard the continuity of our service to our clients and to protect our people and assets.
- Appropriate restrictions on access to personal information.
- Monitoring and physical measures, to store and transfer data securely.
- Data Privacy Impact Assessments (DPIA) in accordance with legal requirements and our business policies.
- Periodic training on privacy, information security, and other related subjects for employees and contractors.
- Vendor risk management.
- Contracts and security reviews on third-party vendors and providers of services.

## **How we keep your data secure in other countries**

Your personal information may be transferred by us or our trusted partners outside of the European Economic Area (the "EEA"). The trusted partners that may do this are organisations who process data for analysis or marketing purposes, including a marketing automation hub where the email address of recipients will be logged and a record of email delivery, opening, click-through and bounce-backs will be kept. Our partner uses Microsoft's Windows Azure data centres located in East US (Virginia), West Europe (Netherlands), and Australia East (New South Wales).

NTU has networks, databases, servers, systems, and support located throughout the world. NTU collaborates with third parties such as cloud hosting services, suppliers, and technology support located around the world to serve the needs of the NTU, workforce, and students. Your personal information may be shared with record matching and customer targeting partners, including Google, Facebook, Snapchat and LinkedIn. Some of these partners process personal data in Canada and the United States of America.

We take appropriate steps to ensure that personal information is processed, secured, and transferred according to applicable law. In some cases, we may need to disclose or transfer your personal information within NTU or to third parties in areas outside of your home country.

NTU shall ensure that your personal information transferred to countries outside of the EEA is adequately protected by transferring the personal information on terms of the standard data protection clauses adopted by the European Commission.

This means, your rights and protection remain with your data, ie: we use approved contractual clauses, multiparty data transfer agreements, intragroup agreements, and other measures designed to ensure that the recipients of your personal information protect it. If you would like to know more about our data transfer practices, [please contact our Data Protection Officer](#).

## Your rights

We respect your right to access and control your information, and we will respond to requests for information and, where applicable, will correct, amend, or delete your personal information.

Under certain circumstances, by law you have the right to:

- **Request access** to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- **Request correction** of personal information that we hold about you. This enables you to ask us to correct any incomplete or inaccurate information we hold about you.
- **Request erasure** of your personal information in limited circumstances. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- **Object to processing** of your personal information where we are processing your personal information on the basis of our legitimate interest (or that of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- **Request the restriction or suspension of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Object to any direct marketing** (for example, email marketing or phone calls) by us, and to require us to stop such marketing.
- **Object to any automated decision-making** about you which produces legal effects or otherwise significantly affects you.
- **Request the transfer** of your personal information to another party.

## How to Contact us

If you are concerned about an aspect of your interaction with NTU Sport please bring your concerns to the attention of relevant NTU Sport staff. You can contact us on [dsp.sport@ntu.ac.uk](mailto:dsp.sport@ntu.ac.uk)

Please contact us with any requests related to your personal information, or with any questions or queries you may have about this statement. Our DPO contact is:

[DPO@ntu.ac.uk](mailto:DPO@ntu.ac.uk)

If you are not satisfied with how NTU manages your personal data, you have the right to make a complaint to a data protection regulator. The ICO contact details are:

<https://ico.org.uk/global/contact-us/>

# Health Commitment Statement

For staffed gyms | Year: 2022 | Version: 1.1

Expires 31/08/2023



We are dedicated to helping you take every opportunity to enjoy the equipment and facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of

## Our commitment to you

1. We will respect your personal choice, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will take reasonable steps to make sure that our equipment and facilities are clean and safe for you to use and enjoy for the normal purpose they were intended for. Bear in mind that we are not able to clean or inspect equipment and facilities after each use.
3. We will take reasonable steps to make sure that our staff are qualified to Chartered Institute for the Management of Sport and Physical Activity standards.
4. If you tell us you have a disability that puts you at a substantial disadvantage in terms of accessing our equipment and facilities, we will consider which adjustments, if any, are reasonable for us to make.

## Your commitment to us

1. Do not exercise beyond your own abilities. If you know or are concerned that you have a medical condition that might interfere with you exercising safely, you should get advice from a relevant medical professional before you use our equipment and facilities, and follow it.
2. Make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. When you are exercising, you are responsible for the risks involved. You should not carry out any activities that you have been told are not suitable for you.
3. Let us know immediately if our equipment or facilities are unsafe to use or if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be someone available who has been trained in first aid.

4. If you have a disability, follow the instructions provided to allow you to exercise safely.